



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

and bore date of the first mortgage, such date being nearly a year previous to execution. The condition of the second mortgage was the satisfaction of record of the first. Fraud was not alleged in the complaint. Neither was the defrauded party (the State) before the court. *Held*, that the defendant did not intend thereby to evade taxation, and that said mortgage and note constituted a valid contract which could be enforced by a court of equity. *McIver, C. J., dissenting.*

Disclosure of fraud against the government is generally fatal to the case. If the illegality is not alleged, but is first disclosed by evidence, the court itself will pursue the inquiry. *Parken v. Whitby*, T. & R. 366. But there is some discrepancy of opinion in respect to the certainty with which the illegality must be established. *Johnson v. Shrewsbury Ry.*, 3 De G. M. & G. 914, held the illegality must be simply shown by convincing evidence. Lord Hatherley stated, in *Auben v. Holt*, 2 K. & J. 66, that it is not within the discretion of the court to refuse specific performance because an agreement savors of illegality. The latter opinion has the weight of authority. Can the defendant, being in *pari delicto*, avail himself of the equitable doctrine that no court will lend aid in enforcing an agreement entered into in violation of law? If executed, a court of equity will not grant aid. *Solinger v. Earle*, 82 N. Y. 393; *York v. Merritt*, 77 N. C. 213. If executory, it cannot be enforced by any kind of action brought directly upon it. The defense of illegality is allowed from motives of public policy rather than in regard to interests of the objecting party. See decision by Lord Mansfield in *Holman v. Johnson*, 1 Cowp. 341.

TAXATION—STATUTORY EXEMPTIONS—LAND OWNED BY CITY.—CITY OF CINCINNATI V. LEWIS, AUDITOR, 63 N. E. 588 (OHIO).—The city of Cincinnati owned land which was rented to a private person and by him used for farming purposes. *Held*, that the land was subject to taxation.

It is a general rule that land owned by a municipality and not used in the actual exercise of its municipal functions is subject to taxation. *Town of West Hartford v. The Board of Water Commissioners*, 44 Conn. 360. It is not exempt, though leased and the rent applied to a public purpose. *City of Louisville v. Commonwealth*, 1 Duvall 296 (Ky.).

TELEGRAPH COMPANIES—FAILURE TO DELIVER MESSAGE—MENTAL ANGUISH.—SPARKMAN V. WESTERN UNION TEL. CO., 41 S. E. 881 (N. C.).—Plaintiff received a message that his brother had died and telegraphed back, "Shall we look for him or what are you going to do?" The company failed to deliver the dispatch. *Held*, that the plaintiff could not recover damages for mental suffering. *Douglas, J., dissenting.*

This case illustrates the limitations placed upon the "mental anguish" doctrine by those courts which recognize it. A company will not be held liable where there is nothing in the language of the message to indicate that mental anguish would naturally result. *Shear. & Red., Neg.*, Sec. 756. Nor is there liability for failure to deliver message intended to relieve mental anxiety already existent in sender's mind. *Rowell v. Tel. Co.*, 75 Tex. 26. But the weight of authority is against recovery for mental anguish alone under any circumstances. *Francis v. W. U. Tel. Co.*, 58 Minn. 252; *Morton*